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Negotiating Rights: Access to Land in the Cotton Zone, Burkina Faso

Lacinan Paré

Land Tenure and Resource Access in West Africa



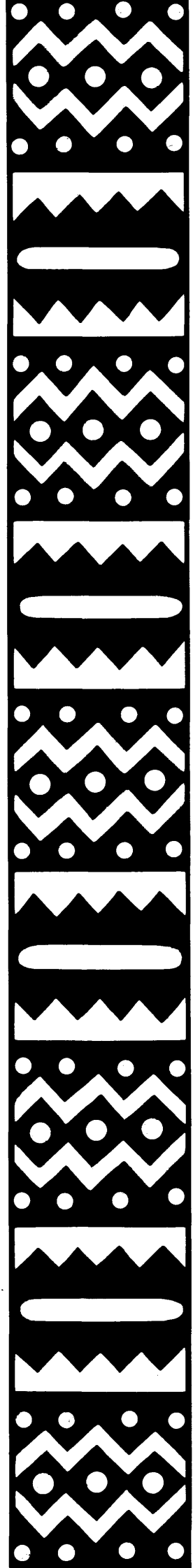
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NEGOTIATING RIGHTS: ACCESS TO LAND IN THE COTTON ZONE, BURKINA FASO

By Lacinan Paré
May 2001

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- enhance the research capacity of West African researchers and their institutions;
- foster collaboration between anglophone and francophone countries of West Africa;
- further the level of knowledge on land tenure and resource access issues in West Africa and their implications for policy and practice contributing to sustainable development;
- make such information accessible through publications, workshops and policy documents, thereby nourishing debate within the West African region regarding the options and implications of different tenure policies for equity, productivity, sustainable livelihoods and social justice.

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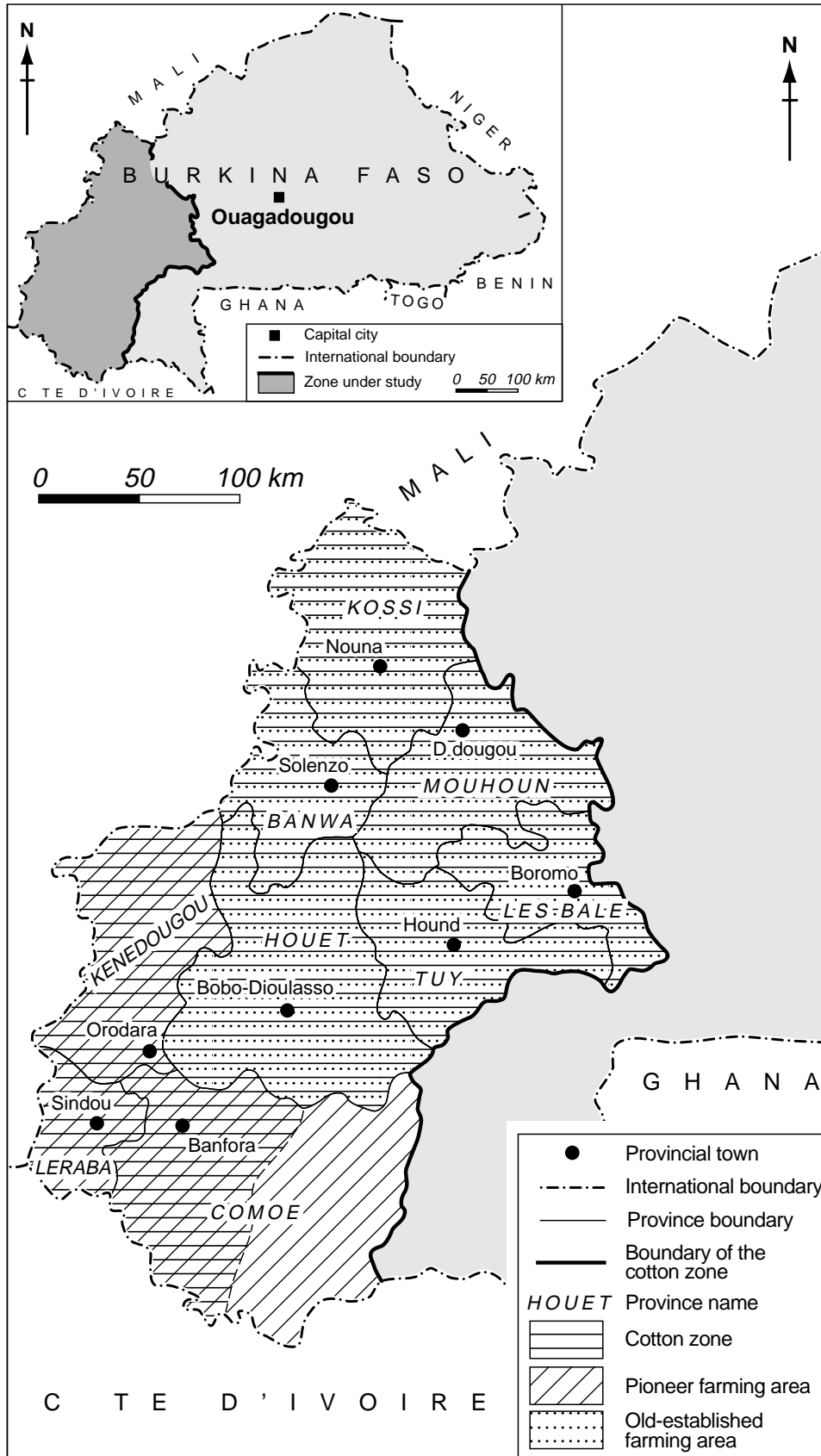
GLOSSARY

Bas-fonds:	Valley-bottom land
Diatigui:	Landlord, host or patron
Dondonly:	Temporary loan
Samian dondonly:	Seasonal loan
Sènè dondonly:	Ploughing contract
Yiritourou dondonly:	Tree plantation loan
Férébaga:	Seller
Lallé:	Short term rental
Samian lallé:	Seasonal rental
Sany féré:	Purchase and sale
Sanykèla:	Purchaser
Sèbè féré:	Sale with written document
Séré:	Witness
Fôlô siguily:	First or former settlement
Sissa siguily:	Recent settlement
Singuêly:	Long term loan
Sossôly:	Dispute/challenge

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£1 = 1000 FCFA (West African Franc)

1 US\$ = 700 FCFA



INTRODUCTION

“Derived” or secondary rights are those stemming from an initial right of appropriation, and cover all kinds of indirect entitlement. Most tenure studies have so far dealt with the operation of traditional tenure systems, the role of different stakeholders and the legislation drawn up to address the dysfunction of such systems. However, it is clear from the many disputes observed, the low level of investment in land, and analysis of stakeholder views that it is not really the structures but, to a large extent, the kind of arrangements made which explains insecurity of tenure.

In order to get a better understanding of local institutions, the way arrangements are negotiated and how they are changing, the French and British Governments have supported research on derived rights to ensure that such arrangements are better taken into account in the formation of land and agricultural policy in West Africa. The study co-ordinated by GRET and IIED covered Burkina Faso, Côte d’Ivoire, Benin, Cameroon, Ghana, Nigeria and Senegal. This paper presents the results of the study conducted in Burkina Faso, which focused on the cotton region.

The Context

The cotton region of Burkina Faso

Burkina Faso can be divided into three major agro-ecological zones (see map p.iv). In the north is the Sahelian zone, with between 400mm and 500mm of rainfall per year. A traditional herding area, its population density is very low (10-12p/sq.km). In the centre is the Sudano-Sahelian area, generally referred to as the central plateau. This is the most heavily populated part of the country, with a density of around 40-50p/sq.km rising to 100 in some places. Rainfall of between 700mm and 800mm per year is irregular and poorly distributed. Finally, the Sudanian area lies in the west and south-west of the country. Sparsely populated and with relatively abundant rainfall of 800-1000mm per year, it attracts people from the two other areas seeking better farming and living conditions. This is the region where cotton is grown in Burkina Faso.

Demographic pressure and land scarcity in the region have led to rapid and profound changes in modes of access to land, to such an extent that cohabitation between indigenous and migrant communities and between farmers and pastoralists has become fraught with difficulty, disrupting social relations and putting a brake on agricultural growth. The region grows cotton, the country’s leading export crop, as well as cereals of which it produces a surplus. It is therefore a strategic area for the government where the economic and political stakes are high.

The old-established and pioneer farming areas

The cotton region can be divided into two main parts depending on the scale and the period of time over which in-migration has been occurring:

- The old-established farming area with the largest and longest established migrant settlements (dating from the early 1960s).
- The pioneer area, newly opened up for farming, where in-migration is more recent, mainly from the early 1980s.

Settlement types

There are five kinds of settlement which are characterised by the composition of the population and the group’s relationship to the land.

- *Mixed villages*: indigenous and migrant communities cohabit in these villages, in which derived rights are rapidly evolving, as a result of competing interests and strategies.
- *Indigenous villages*: these are villages with few or no migrants, where land management still follows the contours of traditional arrangements.
- *Migrant villages*: these are villages set up by migrants and mainly inhabited by them. Having no village land of their own, producers look for and make arrangements with neighbouring villages which own the rights to land.

- *Farming hamlets*: these are camps established close to the fields which have gradually become permanent settlements. Having no government recognition as an administrative unit, they are linked to a parent village under whose administration they fall.
- *Parent villages*: these villages control the rights to land used by hamlets and migrant villages. The desire of the latter to exercise greater autonomy has led parent villages to dispute use rights granted long ago and cause new forms of arrangement to appear.

The villages surveyed

Data collection was undertaken in the different types of settlement described above in order to generate findings which would enable more general conclusions to be drawn. On the basis of our knowledge of the area and recent studies (by Schwartz, Paré and Sanou amongst others), five villages and one hamlet were selected as research sites:

- In the old-established farming area: Bonza (indigenous village), Siguinoguin (migrant village), Kouka (mixed village) and Sirabadara (farming hamlet).
- In the pioneer farming area: Sitiéna (indigenous village) and Kouèrè (mixed village).

Population¹

The villages surveyed fall within two provinces: Banwa in the case of Bonza, Siguinoguin, Kouka and Sirabadara, and Comoé in the case of Sitiéna and Kouèrè. In Banwa, the indigenous people are Bobo and Bwa, while in Comoé they are Goin and Sénoufo. While it is not yet clear exactly when they settled, the Bobo, Bwa, Goin and Sénoufo are the people who have been present in the area for the longest. These indigenous groups have been joined by Mossi from the central plateau and Peuhl from the Sahel, mainly through in-migration. In addition to these two main ethnic groups, there are smaller numbers of other non-indigenous people, such as Samo, Dafing and Dogon.

Chronology of in-migration

There have been four major phases of farming migration in western Burkina Faso.

Before 1960, the hesitant, small-scale migratory flow was mainly made up of Mossi and Peuhl. In the main, migration was the result of friendships developed between soldiers drafted into the French colonial army during the wars in Algeria and Indo-China or during visits to the southern areas of the country by Yarsé traders from the central plateau. Banwa Province, being more accessible and crossed by the major roads present at the time, was the main area involved. Kouka village and Sirabadara hamlet were affected by population movements at this time, the former receiving Mossi and Peuhl migrants, while Sirabadara received Dafing migrants whose long-standing presence in the hamlet can be explained by their region of origin being relatively close.

From 1960 to 1979, in-migration continued to be confined to Banwa province. Still tentative until 1970, it speeded up when drought struck the country in 1972, that date marking the beginning of a major wave of migration towards the cotton region. Almost all communities in the Sahel and on the central plateau were affected by serious crop losses. Kouka and Sirabadara took in Mossi, Samo and Marka migrant farmers as well as Peuhl herders. The first residents of Siguinoguin, all Mossi, settled during this period.

From 1980 to 1990, during which a second major drought hit the country, in 1983, and led to a further substantial migratory flow towards the region. The migrant communities in Kouka, Sirabadara and Siguinoguin increased considerably, causing heavy pressure on land and reduced opportunities to gain access to it, which then led to a redirection of the flow of migrants towards Comoé Province. This was when Kouèrè village received its first migrants.

From 1990 to the present, while continuing to be the traditional destination for migrants, the old-established farming area, of which Banwa is part, has gradually given ground to the Comoé region. In view of current land availability, Comoé in general and Kouèrè village in particular will probably continue to receive new migrants for some time to come. One may wonder whether Bonza, in the old-established farming area, and Sitiéna in the pioneer

¹ The data presented here come from Schwartz, A. (1991)

farming area, which have always been closed to migrants, can hold out much longer. It seems likely that the problems experienced by the Burkinabé community in Côte d'Ivoire, along with their partial return home, will cause these villages to open up to settlement by outsiders.

Identification of Systems and Stakeholders

Group interviews were conducted in all mixed, indigenous and migrant villages and in the farming hamlet. Three group interviews were conducted in the mixed villages. The first group interview with the indigenous community took place during initial contact. After explaining the objectives of the study, the interviewers enquired about the different types of arrangements used and made an initial assessment of their frequency and the stakeholders involved. Bearing in mind the mixed population and the fact that migrants have difficulty expressing themselves in front of their indigenous "patrons", a second group interview was carried out with the migrant community. A provisional typology of the arrangements by which people gain access to land, their frequency and the stakeholders involved, was established on the basis of these two group interviews. The typology was subsequently used for sampling and conducting individual interviews. A third group interview took place after the data collection phase. The information gathered was presented in order to get feedback from villagers. Finally, the various amendments made were incorporated in the village summary.

In the indigenous and migrant villages and hamlet, only two group interviews were conducted: the first to present the study and make note of the various arrangements, their frequency and the stakeholders involved, and the second for feedback. The quality of the information gathered and its reflection of the real situation are thus heavily dependent on the results of the various group interviews.

Farmers were then sampled in each of the surveyed villages and hamlet before conducting individual interviews. Sampling did not seek statistical representativity but rather a conscious search for diversity. The proportion of different arrangements in the sample depends on their relative importance as revealed during group interviews. It should be pointed out, however, that these proportions were checked out gradually as more data were collected through individual interviews. Farmers to be surveyed were selected on the basis of information collected during group interviews further checked against evidence provided by recent studies of the area.²

Table 1 below shows our sample and the proportion of the different groups in each by village, hamlet and land use arrangement. Table 2 shows the distribution of our sample between indigenous and migrant groups, and their relative length of settlement.

Table 1: Sample and type of arrangements

Village/ hamlet	Total no. of farmers surveyed	Fôlo siguily	Sissa siguily	Singuéy	Dondonly	Samina dondonly	Sènè dondonly	Yiritourou dondonly	Lallé	Samian lallé	Sany féré	Sèbè sany
Bonza (OFA)	23	2	3	0	0	0	0	0	10	7	1	0
Siguinoguin (OFA)	24	2	4	4	1	2	0	2	2	4	0	5
Kouka (OFA)	48	5	2	8	0	7	0	6	10	2	3	4
Sirabadara (OFA)	22	0	0	0	3	5	0	3	5	5	1	0
Sitiéna (PFA)	26	2	1	0	0	0	0	0	11	9	1	1
Kouèrè (PFA)	38	1	1	2	7	6	2	5	0	0	2	1
Total	191	12	11	14	11	20	2	16	38	27	8	11

Source: Field work, 1999-2000

Key: OFA = Old-established Farming Area; PFA = Pioneer Farming Area

² Paré L. (1997); Tallet, B (1985); Tallet, B (1984); Sanou, M. (1995).

Table 2: Proportion of stakeholders in the sample by origin and generation

Village/hamlet	Total	Indigenous		Migrants		Newcomers ³
		1st generation	2nd generation	1st generation	2nd generation	
Bonza	23	7	16	0	0	0
Siguinoguin	24	0	0	11	13	0
Kouka	48	8	13	9	12	6
Sirabadara	22	0	8	10	0	4
Sitiena	26	12	14	0	0	0
Kouère	38	7	14	7	10	0
Ouaga-Bobo-Banfora	8	0	0	0	0	8
Total	199	34	65	37	35	18

Source: Field work, 1999-2000

Individual interviews and additional surveys

Individual interviews were carried out in several phases in each case with producers from the sample. They were structured in accordance with the guidelines presented in the Annex. All the semi-structured interviews were also carried out using pre-arranged guidelines.

Apart from surveys in the villages and hamlet, data collection also involved producers residing in Bobo-Dioulasso, Banfora and Ouagadougou⁴ engaged in land transactions. In the capital, the survey was also extended to government services dealing with tenure, particularly the national village land-use management programme (PNGT) and the Department of Co-operative Development and Rural Legislation (DPCLR).

Cross-checking information raised particular problems. Given the great sensitivity of the land issue and many latent tensions, the interviewers were faced with a dilemma: should they question land-owners about certain arrangements and run the risk of creating conflicts with tenants, or keep quiet and deprive themselves of a means to cross-check information? Under such circumstances, it was not always possible to cross-check the data in this way.

Choosing to do research on such a sensitive topic means that the interviewer often gets caught up in social networks. It sometimes requires total immersion, as well as material and financial participation in the social affairs of the interviewees who actually, over time, became friends as a result of working closely together and the confidentiality of the issues raised. Access to information was not always easy. The research team was sometimes misunderstood, occasionally politely misled, and at times this was the cause of much frustration.

Description of the Villages and Hamlet

Kouka: The administrative centre of the *département* of the same name, in Banwa province, Kouka has a population of some 10,000 (1998), 80% of whom are migrants (Mossi, Samo, Peuhl, etc.) and most are farmers. There are also some Peuhl herders, from the first wave of migrants whose presence dates back more than 60 years and who settled on the fringes of the village, where the soil is hard and gravelly. There are also some traders and civil servants who engage in farming. Apart from an increasing number of cases of land sales, there are also many temporary loan arrangements on land in the vicinity. The majority of holdings are small (2-5 hectares), with a few large ones (over 10 hectares) which rely on use of tractors. Household size ranges from 8-14 people or more, in the case of both migrants and indigenous farmers. Real power over land is held by the main indigenous lineages and increasingly by lineage segments or families. Finally, there is considerable political interference in tenure arrangements as a result of the status (deputy minister, lawyer, director, etc.) attained by certain people who were born in Kouka who are now seeking land.

³ 'Newcomers' are those who have recently started farming but whose main income comes from trade, a profession, civil service, etc.

⁴ Four producers from Bobo-Dioulasso, three from Banfora and one from Ouagadougou.

Sirabadara: This is the oldest farming hamlet in Kouka *département*. Inhabited mainly by Dafing and Mossi migrants from San country and central Burkina Faso respectively, Sirabadara has a population of around 2,100 inhabitants. Farming is the main activity. Administration and land-use management in Sirabadara is controlled by Mawana, its parent village. But, in 1992, following problems in managing cotton revenues, Sirabadara sought government recognition as a separate administrative unit, since when it has been involved in frequent conflicts over tenure with Mawana. There is no spare land left. Second and third generation migrants farm under a diverse range of tenure arrangements. There are virtually no large farms although household size is between 10 and 15 people per holding.

Siguinoguin: Situated in the neighbouring *département* of Solenzo, Siguinoguin is a village of Mossi migrants most of whom have come from Yatenga in the northwest of the country. Its estimated population in 1998 was some 3,000 inhabitants, mainly farmers. There are no large farms in the village and the biggest holdings are around 5 hectares. Land borrowed from neighbouring villages can bring holding size up to 7 or 10 hectares. A substantial part of the population, especially the younger generation, resorts to borrowing land from nearby villages (Mollé, Béna, Mawana and Sirayirikôrô) to such an extent that, nowadays, the farms of Siguinoguin, which comes under Béna as regards administration and land management, are scattered over the land of four villages. Household size per holding is quite large at between 8-15 people. The Mossi village chief has an indirect right to delegate land rights, received from the land chief of the parent village, Béna, to whom he reports.

Bonza: This is a largely indigenous village which is also located in Solenzo *département*. Unlike the majority of villages in the area, Bonza has remained closed to migrant farmers. This exceptional situation is apparently due to fear, since the first migrants arriving in the village died suddenly. The estimated 2,500 inhabitants of the village are mainly farmers, while gathering is done by women and children, as in all other villages. The average size of holdings is from 2-5 hectares. There is still some spare land here and land management is a matter for the main lineages. Households comprise some 5 to 12 people.

Sitiéna: This is an indigenous village located in Comoé province in the pioneer farming area. The 1,695 inhabitants (1998) are members of the indigenous Goin ethnic group. Land management is a matter for the lineages, meaning that it follows traditional patterns. There is still some spare land. Holdings are small (1.5 to 2.5 hectares) with 5 to 8 people per household.

Kouèrè: A mixed village in the pioneer farming area, Kouèrè has an estimated population of 2,900 inhabitants (1998). Land availability is quite substantial. The migrant farmers, who are in the minority, are Mossi mostly from the neighbouring old-established farming area. Here too, holdings are small (mostly 2-3 hectares), used mainly for subsistence agriculture. Household size per holding varies from 5 to 10 people amongst the indigenous population and from 4 to 8 amongst the migrants. As in Sitiéna, land-use is managed by the lineages, although there are some holdings of 2-4 hectares which belong to civil servants living in Banfora. Kouèrè is also a village through which livestock pass on seasonal transhumance, causing frequent disputes between farmers and herders.

DERIVED RIGHTS AND THEIR EVOLUTION

Siguily

Siguily comes from *sigui* which, in the national Dioula language, means “to sit”, but which we translate as settlement. *Siguily* relates to open bush. There are two main variants depending on the period and parties involved.

Fôlô siguily

In Dioula, *fôlô* means prior or former. It renders the idea of precedence, so *fôlô siguily* means “prior or first settlement”. Referring to first settlement occurring 30-40 years ago, *fôlô siguily* involves first generation migrants and sometimes indigenous farmers from other villages. It gives its holder all rights with the exception of appropriation and disposal rights. The holder is entitled to cultivate, invest, gather and pass the holding on to his heirs. *Fôlô siguily* is found in the mixed villages (Kouka and Kouèrè) and the indigenous villages (Bonza and Sitiéna). In mixed villages, it involves above all the land chief, the *diatigui* (those acting as “host” or landlord to migrants) and first generation migrants as well as indigenous farmers from neighbouring villages. In indigenous villages, *fôlô siguily* refers to members of the families and lineages who comprise the founding settlers, and those with common ancestry, or marriage ties.

A first generation migrant would typically approach a *diatigui* who would take him to the village chief and land chief. The latter would offer him a plot of land from the communal holding if sufficient land was available. It might happen that the *diatigui* allocated part of his own lineage holding to the migrant, but only after receiving agreement from the land and village chiefs. The same process applied to indigenous farmers from other villages whereas, in the case of members of the same lineage or family, the request would be made directly and not through a *diatigui*.

While migrants and indigenous farmers from neighbouring settlements were mainly interested in getting somewhere to live and cultivate, the host village was more interested in improving the village, taming the bush, reducing attacks by wild animals, meeting a social obligation to provide assistance to those in need and enlarging the village population.

Fôlô siguily involves upland areas (with clayey-sandy soils) which are generally not far from the village and mainly produce grain (e.g. maize or millet). This arrangement for getting access to land was not limited to a certain period of time, the only restrictions being the ban on passing the land onto others and social taboos (e.g. cutting certain types of wood and working in the fields after sunset) which must not be violated. In addition, there is an obligation to be sociable (community solidarity, ban on witchcraft, not taking a woman intended for another family).

There is no direct payment due in respect of this arrangement apart from ritual obligations (gift of beer and chicken). However, *fôlô siguily* does create considerable obligations connected with social occasions (participation in funerals, baptism, marriage, etc.) which are passed down from generation to generation. No negotiations are involved with *fôlô siguily*, since the rules are clear and simply brought to the attention of the applicant. The contract is verbal, handed down and managed through successive generations. There is no *séré* (witness) other than the *diatigui* and land chief, so the arrangement relies on the land chief's memory.

Sissa siguily

In Dioula, *sissa* means “recent”, so *sissa siguily* means “later settlement”. It has the same general characteristics as *fôlô siguily*. The differences relate to the parties involved and the date of commencement. There are two types, of which the first involves migrants who arrived in the 1970s and 1980s following the major droughts experienced by the country. The parties to the arrangement are therefore migrants on the one hand and heads of lineage or family on the other, the land chief no longer being systematically approached. The arrangement was made against a background of growing land shortage, especially at the end of the 1980s. Like *fôlô siguily*, *sissa siguily* is mostly seen on the uplands producing grain and cotton.

Although not made for a specific period, the arrangement is subject to particular conditions. In addition to the re-

Box 1: *Siguily*

Fôlô *siguily*

S.B. is one of the oldest Mossi migrants in Kouka. He claims to have arrived just before the country gained independence. His first son, S.M., was born in 1961 and now works as a driver. On arrival, S.B. approached S.K. who, in his turn, introduced him to the land chief, his older brother. The latter granted him three hectares of land from the open bush which was part of the village's communal holding. In return, S.B. says he only gave a chicken and some *dolo* (local beer). Having been joined some years later by one of his brothers, S.B. made a further application for land to his *diatigui*, S.K. After informing his older brother, the land chief, S.K. granted him three more hectares again taken from the village's communal holding of open bush. For the whole of his farm, S.B. received the right to cultivate, gather and plant trees and to pass on these rights to his heirs. However, he was forbidden to sell the land, have sexual relations in the bush, work in the fields after sunset or cut down *shea*, *nééré* or any other trees in the village grazing and wood lands.

After forty years in the village, S.B. enlarged his farm and went through various phases as mentioned in Box 3 (*sènè dondonly*). These days, S.B. still has the original six hectares on which he grows maize and sorghum. His family is closely connected with that of S.K. and the ties have extended to the younger generations. S.B.'s children are friends with those of S.K. The two families help each other on important social occasions (baptism, marriage, funerals, etc.). For example, S.M., S.B.'s son who is a driver, takes members of S.K.'s family from Kouka to Bobo Dioulasso for free.

Sissa *siguily*

O.T., a migrant from Yatenga, arrived in Kouka in 1974 after the first major drought which struck the country. He first took up residence with O.S., another migrant from Yatenga, who had arrived in 1968. The latter introduced him to his *diatigui*, S.M., a lineage chief with a substantial landholding, certainly the largest in Kouka. S.M. granted him three hectares of open bush from the lineage's holding, subject to bans on investment, disposal, gathering and passing on to his heirs. Furthermore, S.M. reserved the right to take back the three hectares in case of need.

The contract apparently lasted until 1993 when S.M., a major producer, began to experience enormous difficulty. All his sons went to seek work elsewhere because of his alleged abuse of authority. S.M. then imposed a new contract, *lallé*, on O.T. From then on, at the end of each agricultural season whether the crop was good or not, S.M. received two sacks of grain from O.T. O.T. says he was approached directly by S.M., in 1998, to see if he wanted to buy the land he had been cultivating. O.T., who had, over time, entered into other contracts for land with greater productive capacity, apparently stated his preference to continue the existing arrangement, thus preserving the status quo for the time being. However, he thinks that as soon as S.M. finds someone to buy the land, he will take it back in accordance with the original terms of agreement. But O.T.'s eldest son, who is now 25, maintains that he will never agree to hand back the land that his father cleared for cultivation.

Now retired, former nurse S.S. is chief of Kouka village. When, on returning to the village, he tried to take back his share of the lineage holding allocated to a family under *sisssa siguily*, he was rebuffed by the local government authority to whom the latter family had turned for support. S.S. says that, in view of his new function as village chief, he did not try to challenge the local government's decision, so he resorted to his uncles in Siwi, a village 5km away from Kouka, to get a farm. The case of S.S. is illustrative of the problems facing the old-established farming area in respect of access to land.

strictions already noted in respect of *fôlô siguily*, there is a ban on investment (planting trees, digging wells or gathering fruits without authority). Above all, *sisssa siguily* is also governed by an important proviso: the land may be taken back if the person granting it has need of it. The right of recovery is clearly stated when the arrangement is concluded. The right is not just brought to the attention of the borrower, but also, above all, exercised in practice, through land being taken back. It is a verbal arrangement made on the basis of trust and no negotiation is permitted. The rights acquired may be passed on so long as the family granting the land does not declare a need to break off the arrangement. The contractual terms will be explained to the tenant's heirs. *Sisssa siguily* is frequently called into question in the present context of demographic pressure, reduced availability of land and monetarisation of land relations.

The second form of *sisssa siguily* is an arrangement made between members of the same community, typically involving uncles and nephews. It appeared towards the end of the 1990s when all spare land had been taken up. Here, there

are no restrictions imposed. The contract is verbal and open-ended, and there is no negotiation apart from expression of need. This is a family arrangement which may involve either uplands or valley-bottom *bas-fonds* land.

These two forms of *sis*sa *siguily* are found in Kouka, Bonza, Sitiéna and Kouèrè. However, there are some variations in the pioneer farming areas and the indigenous village of Bonza. In the former case, many of the migrants involved come from the old-established farming area. Here, *sis*sa *siguily* is frequently challenged by the land-rights holders who want to convert such loans into rental agreements, known as *lallé*. In the indigenous village of Bonza, *sis*sa *siguily* dates back to the early 1990s. It involves outlying uplands which are difficult to till and which the villagers would like to see "domesticated". Gathering of wild foods and wood, which used to be authorised, is increasingly being restricted as all the good land has been taken up and cultivation is extending towards these formerly distant areas.

The 1990s saw changes in all variants of *siguily*, due to demographic pressure following migration, the take up of available land and monetarisation of tenure relationships. Previously open-ended, the arrangement is now limited in duration as new generations or producers come along, leading to many conflicts which are sometimes violent. *Siguily* is now increasingly being transformed into *dondonly* and *lallé*.

Singuèly

Literally meaning "loan" in Dioula, *sin*guèly has similar clauses to *sis*sa *siguily*. The basic difference lies in the status of the land involved – fallow in the case of *sin*guèly and open bush in the case of *siguily* – and in the ad-hoc nature of the arrangement. *Singuèly* reflects an occasional arrangement which, theoretically, ceases when the reason for it no longer exists. "It's like medicine", one of our interviewees said. "You take it when you get sick and stop taking it when the sickness is gone".

Take the example of a migrant producer who usually cultivates 4 hectares to feed his family. Should the size of the latter expand for one reason or another, he will be obliged to resort to an additional loan if he wants to maintain the same capacity to feed his family. The loaned land will be retained until his household shrinks again. It is this temporary loan of fallow land which is called *sin*guèly. In addition to the usual restrictions, the arrangement may be challenged as soon as the person granting the land claims to need its return.

Apart from the status (open bush and fallow) of the land involved, there is virtually no difference between *sis*sa *siguily* and *sin*guèly. Furthermore, as uncultivated bush has become scarce, there is practically no more *sis*sa *siguily*; almost all loans of this type are therefore on *sin*guèly terms. Above all, it should be stressed that the difference between *sis*sa *siguily* and *sin*guèly remains rather vague. Further studies would be needed to obtain more clarification.

In the mixed village of Kouka, *sin*guèly mainly involves uplands (with sandy soils) where maize, millet, groundnuts and sweet potatoes are produced. There is no particular restriction on the type of crop grown. There are many other restrictions on *sin*guèly: bans on planting trees, digging wells, making improvements and picking *shea* nuts. No formal payment is due, but *sin*guèly creates social obligations (helping at weddings, baptisms and funerals). On the other hand, the symbolic share of the crop expected by the land-owner has increasingly come to resemble a fee, shifting from a mere tin can measure of grain (*tine*) to several sacks. Here again, there is no negotiation about the content of the arrangement. However, negotiations are more frequent concerning the quantity of grain claimed by the land-giver, especially in the event of a poor harvest, due to low rainfall or pest attack.

Singuèly is a verbal contract which is usually concluded without a witness. However, in cases where the borrower goes through a migrant *diatigui* older than himself, that person becomes the intermediary in any subsequent negotiations. The drawback to this arrangement is that it can be cancelled suddenly and places the borrower in a state of constant insecurity. However, like *siguily*, *sin*guèly is dying out. It existed so long as land was relatively available but now, under the combined impact of demographic pressure, land scarcity and monetarisation of relationships, it is being turned into *dondonly*, *lallé* and *sany féré*.

In the migrant village of Siguinoguin, some fundamental differences are worth noting. It must be remembered, first of all, that responsibility for administration and land management rests with the indigenous village whose land chief has granted the appointed chief of Siguinoguin the right to delegate rights. The latter is accountable to the land chief for land management. Delegated rights permit recipient families to cultivate, invest, gather wild pro-

Box 2: *Singuêly*

S.Y. is a migrant from Sourou who arrived in Kouka in 1979 and worked for a year for his patron, Z.B. The latter approached his own patron, S.D., so as to get an additional hectare, thus increasing the size of his farm in line with his increased labour force. This *singuêly* between S.D. et Z.B. lasted until 1990, when Z.B. obtained a plot of land for S.Y.

For his part, K.S. arrived in Siguinoguin, the migrant village, from Sanmatenga. His patron was O.P., a native of Yatenga and an old friend of his deceased father. O.P. placed two plots at his disposal, totalling three hectares, to give K.S. time to get settled and become independent. The first 1.5 hectare plot is in the village and the second, also 1.5 hectares, in the neighbouring village of Béna. For the former, O.P. did not need to advise anyone, except to tell the village chief that an "outsider" was present in his family. K.S. has cultivation and investment rights over that plot but he is not permitted to sell it. For the plot in Béna, O.P. obtained prior authorisation from his indigenous patron. K.S. was subject to the same obligations as O.P.: no gathering, no investment and no passing on of rights without special authority.

duce and pass the land on to their heirs. In this village, *singuêly* is arranged between recent and older established migrants. Here, the contract is for an unlimited period, no fee is paid and all rights are permitted. The land involved is devoted to rain-fed uplands, producing maize, millet and sorghum. The verbal contract is concluded without a witness and may only be broken off by the person granting the land if he needs it himself.

Dondonly

Defined as a "request" according to producers, *dondonly* is a short-term loan which grants cultivation rights alone. No investment is permitted and the land cannot be passed on. In most cases, *dondonly* involves younger farmers both as givers and receivers of land and a smaller number of first generation producers. It occurs against a background of heavy pressure on land, in a heavily monetarised environment, for it is a grudging way of assuring access to land in a finite area. *Dondonly* is found in both mixed (Kouka and Kouère) and migrant (Siguinoguin) villages, as well as the hamlet (Sirabadara). In Siguinoguin, it concerns farms obtained outside the village territory, acquired in neighbouring villages. In Sirabadara, *dondonly* involves land within its boundaries belonging to lineages from the parent village. There are four varieties of *dondonly*, depending on duration and the subject of the arrangement.

Samian dondonly

In Dioula, *samian* means "rainy season" and renders the idea of an annual cycle. Requested on a seasonal basis, this is an annual arrangement. Reflecting economic circumstances to some extent, it allows the recipient to solve a one-off problem of insufficient land availability and the giver to capitalise on some of his land assets. Officially, the payment in kind varies from a few measures (*tines*) to a few sacks of grain depending on the harvest. The arrangement may be renewed on the request of the tenant, at which time the duration and fee are negotiated. *Samian dondonly* is verbal and requires no witness where long-established families are involved. The *diatigui* plays the role of witness when a new migrant is involved, in which case *samian dondonly* is usually a transitional arrangement prior to the migrant receiving land on a longer term arrangement. It usually involves uplands, but other soil types are not excluded. The crops grown are mainly millet, sorghum, maize and groundnuts. One cannot talk of insecurity in the case of *samian dondonly* since the clauses are known from the outset. However, since the mid-1990s, its very short-term nature has led tenants to push for extensions to its duration.

Dondonly

The second variant of *dondonly* does not have a specific name. It involves the same parties, but has the following particularities:

- In the mixed village of Kouka and the hamlet of Sirabadara in the old-established farming area, the arrangement lasts for between two and three years and involves upland fields. The type of crop depends on its duration: sorghum, millet and maize over two years and cotton and cereals in rotation over three years. Like *samian dondonly*, the official payment in kind varies from a few measures (*tines*) to a few sacks of grain. The arrangement also places an implicit obligation on the tenant to assist the landlord at marriages, baptisms and funerals and

sometimes with agricultural work. These are implicit conditions for a renewal of the arrangement and arguments to be used in the event of negotiations. This variant is a verbal arrangement which is generally made without a witness. The duration and fee are negotiable, but not the content of the rights granted. More common in the old-established farming area, this arrangement is used by land-owners as an option where tenants refuse to give up land granted to them as *siguily*. Nowadays, it is one of the main ways of gaining access to land. It is a source of insecurity for land users since it is subject to sudden cancellation: failure to respond to a request to give the land back can cause unilateral suspension and consequent difficulty for the former tenant.

- In the mixed village of Kouèrè in the pioneer farming area, the parties involved are indigenous farmers and recently arrived migrants. The duration of the arrangement tends to be from 3-5 years, renewable after negotiation and depending on the quality of the relationship between the parties. Negotiations mainly relate to duration and the amount to be paid, but may extend to the form of arrangement. This is a verbal contract concluded in the presence of the *diatigui* for new migrants.
- In the migrant village of Siguinoguin in the old-established farming area, *dondonly* contracts are found amongst earlier migrants or between them and migrants who arrived towards the end of the 1990s. In the case of new migrants, duration is from 1 to 3 years and they must be given one year's notice of the contract being cancelled.

Sènè dondonly

In Dioula, *sènè* means "ploughing". *Sènè dondonly* is defined as a ploughing loan and grants cultivation rights. Gathering of wild produce, investment and passing on of rights to others are forbidden. This is an arrangement between indigenous farmers who have land but no farm machinery and migrants (whether agro-pastoralists or farmers) who have access to a plough or tractor which can cultivate the land in preparation for sowing. *Sènè dondonly* thus gives the land-owner access to machinery to plough his fields in a situation where this practice has become essential. In return, the plough-owner gains access to a field of the same area as that ploughed.

We found this arrangement mainly in the old-established farming areas, where the arrangement is usually initiated by the land-owner. Average duration is 2-3 years. While the explicit payment due is ploughing of the land, in practice, the tenant will also show himself particularly attentive, working in the landlord's fields or providing other assistance, so as to increase the likelihood of the arrangement being extended.

Negotiations over *sènè dondonly* can be initiated by either party. In general, on expiry of the first term, the landlord or tenant, but more often the latter, suggests re-negotiation. All types of land, uplands and *bas-fonds*, are involved but, in many cases, land-owners put land with heavy soils into such arrangements. Difficult to till, such land is thus farmed for the first time by the tenant thereby facilitating later cultivation by the land-owner. The crops grown vary according to the duration of the contract: cotton and maize over three years, mainly cereals (maize, sorghum and millet) over two years. In the *bas-fonds*, the crops are cereals and sometimes rice. *Sènè dondonly* is a verbal contract. A witness does not have to be present, but it is noted that tenants always try to get one to attend. This arrangement emerged as a result of all available land having been taken up and continuous tillage of the soil making ploughing essential. *Sènè dondonly* contracts usually go to term. We found no cases of the contract being broken which would only result if the tenant had been responsible for serious harm to the social order or the interests of the landlord's family.

Yiritourou dondonly

In Dioula, *yiritourou* comes from *yiri* (tree) and *tourou* (to plant). *Yiritourou dondonly* is therefore a "tree plantation loan". Despite the obvious differences revealed in our examples, found in the old-established farming area (Kouka) and pioneer farming area (Kouèrè) respectively, there is no special terminology to distinguish between forms of *yiritourou dondonly*.

In Kouka, we found only two cases of this rare and recent arrangement, the first concluded in 1994 and the second in 1997. They both involve young migrants who arrived in the early 1990s. The arrangement consists of the migrant establishing and maintaining, on behalf of the indigenous land-owner a plantation of useful trees (eucalyptus) and receiving in exchange an equal area for his own activities. *Yiritourou dondonly* gives cultivation, investment and

Box 3: Dondonly

Samian dondonly

During the 1995/96 growing season, O.M., a first generation migrant settled in Sirabadara, took in O.K., a relative from his home village who had come to look for land to cultivate. As he had none himself and because O.K. arrived just as the farming season was getting under way, O.M. asked M.D., in the neighbouring indigenous village of Mawana, for a two hectare plot of land. M.D., who has a good relationship with O.M., granted his request but only for the season, as he was intending to make this land available to his children for their personal fields. O.K. grew maize on this sandy soil and, at harvest time, gave M.D. through the intermediary of O.M. a sack of 100kg of maize.

During the 1996/1997 cropping season, the intensification of conflicts between Sirabadara and Mawana made it difficult to submit any requests for land to the people of the latter village. O.M. then approached S.T., the senior member of the migrant community living in Sirabadara. The latter made him a loan, for the season, of two hectares which he had left fallow following the departure of three of his children. This means that O.K. was able to grow maize for the second year running on the basis of a seasonal loan. Two years after his arrival, he was able, with the assistance of other migrants settled in Siwi, another village close to Sirabadara, to obtain a three hectare plot under the *lallé* system.

Dondonly

In 1994, a worker made redundant from a factory in Bobo-Dioulasso, Z.M., came to join his younger brother, Z.S., a health worker posted to Kouka. The latter requested and obtained three hectares of land (clayey-sandy soil) from S.M. for Z.M. Z.S. wanted a *singuély* or *siguily* arrangement, but as he had only been in the village for a year and was not well known, could only get a two year *dondonly* with no right to plant trees, dig wells or gather wild produce. On the other hand, he was asked for nothing in exchange. Over these two years, Z.S. established a good relationship with S.M. He became friendly with S.M.'s children with whom he had tea almost daily. He took care of any sick members of S.M.'s family in his own home. When he came to thank S.M. for the land, he was told that he could continue cultivating the same land on the same conditions for three further years. In 2000, having been posted to Siwi, a village 5km away, Z.S. obtained renewal of the contract for his brother, Z.M.

O.W. is a migrant who arrived in Kouka in 1985. Until 1989, the land he had obtained under the *singuély* system from M.K. was enough for his family's needs. The arrival of two of his brothers and their families in 1990 was to increase those requirements. As a result, O.W. approached S.L., a younger-generation indigenous farmer, who was then head of family, to obtain an additional plot. He was granted three further hectares under the *dondonly* system, for three years, against payment of two sacks of grain per year, but he was banned from any investment and gathering (produce from the *shea* and *nééré* trees). However, in 1991, in order to meet his three children's school fees, O.W. says S.L. asked him for a loan of FCFA 35,000 but he could not oblige, because of problems related to the size of his family (22 people). At the beginning of the next cropping season, S.L. advised O.W. that he needed to break the contract. After much haggling and intercession, O.W. was only able to continue farming the three hectares by renegotiating the contract under the *lallé* system (FCFA 5,000ha./year).

Sènè dondonly

S.B., whom we have already mentioned under *fôlô siguily* (see Box 1), now has a tractor and draught oxen. In 1998, his oldest son, S.I., in charge of the farms and wanting land to give as individual fields for the youngest family members, approached T.L., a younger generation indigenous farmer. The latter, having inherited land which he particularly needed to have ploughed, granted S.I.'s request. The contract concluded between S.I. and T.L., without a witness, stipulated that, in exchange for the three hectares allocated to him for three years, S.I. would plough an equivalent area for T.L. every year. The recurrent financial burden on S.I. is significant given that it costs between FCFA 7,500 and 10,000 to plough one hectare. In addition, S.I. only has the right to cultivate that land. At the time of our survey, the contract still had one year to run.

gathering rights which can apparently be passed on. In this way, land-owners gain access to a new source of income while avoiding the hard work required. For the migrant, gaining access to land in a context of scarcity justifies acceptance of this demanding arrangement. *Yiritourou dondonly* permits all types of cropping. One of the migrants, A.S., has a eucalyptus plantation of 0.5 hectares and grows cotton, maize and millet. In both cases, the arrangement involves uplands. Duration was not specified at the outset and officially no payment is due. The tenants say

Yiritourou dondonly

S.M., senior manager with a company in Ouagadougou, was born in Kouka. In 1994, he asked S.Y., a migrant trader settled in Kouka, to find him a young migrant to look after a eucalyptus plantation. On being contacted, D.B., who had arrived in 1992 and whose patron was S.Y., accepted the idea of the contract which stipulated that, in exchange for working in the three hectare eucalyptus field, S.M. would make two hectares of land (clayey-sandy soil) available to D.B. over which he has all rights with the exception of disposal. Each of the parties was assisted by a witness. D.B. is now growing eucalyptus on 0.5 hectares of the two he gained under this contract.

S.N., a livestock technician in Banfora, has a four hectare orchard in Kouèrè. In 1997, through the intermediary of one of his brothers, he contacted O.K., a migrant who had arrived in 1995, to suggest a *yiritourou dondonly* arrangement. O.K. accepted the offer and took his *diatigui*, also a migrant, as his witness. In exchange for looking after the orchard, O.K. has the right to use it to grow crops and he has been producing maize there since 1997. The rapid growth of the mango trees means that O.K. will not be able to continue to farm for long. In fact, he is expecting to end the arrangement in 2001. For him, accepting the contract is above all a way of getting accepted into S.N.'s family, which holds large areas of land, with the hope to arrange future access to land on relatively easy terms.

they have not paid anything so far. The contract is verbal with each party assisted by a witness. In both cases, the initiative came from the land-owner. The arrangement is too recent and infrequent for more to be said.

In Kouèrè, only cultivation rights are involved for the recipient. We found only one case which involved a new migrant who had arrived in 1995. The land-owner is a member of the indigenous community who lives in Banfora. In 1997, he put his two year old orchard at the disposal of the migrant for him to grow maize. In exchange, the migrant looks after the young trees. The contract is still in being, but the tenant thinks it will stop within two years because shading stemming from the growing fruit trees will prevent the cultivation of food crops. So far as he is concerned, this contract is part of his personal strategy to make strong links with the family of the landlord who is said to be one of the largest landholders in the village.

Lallé

Literally meaning "to measure", *lallé* or rental is a system which has come into being where all arable land has been taken up and there is strong competition for land. *Lallé* gives only a right of use which ends when the agreed term expires. Investment is forbidden, as is gathering, although exceptions are possible, in the latter case, depending on the relationship between the contracting parties. *Lallé* is an arrangement between indigenous people and migrants of all generations, but primarily the new generation. A migrant needing land undertakes to get some from an indigenous farmer, while an indigenous farmer with ad-hoc requirements may also approach a migrant. In Siguinoguin and Sirabadara, in the old-established farming area, it is mainly the migrants who, having taken up all the land allocated to them, look to neighbouring villages for arable land. Negotiations are then undertaken about the length of the arrangement, favouring one or other of the parties depending on the urgency of the need. There are two forms of *lallé* depending on duration.

Samian lallé: this seasonal arrangement is found in Kouka, Sirabadara and Bonza, in the old-established farming areas, and in Sitiéna and Kouèrè in the pioneer farming zone. All types of land are involved, both *bas-fonds* and uplands. A cash rent is due, determined by the type of land, rainfall and harvest of the preceding season. If there has been poor rainfall and low yields, it is the quality of the soil which will determine the rent. The sandy uplands attract rent of FCFA 5-10,000/ha per year, especially in the old-established farming area, where land hunger is acute (Kouka, Sirabadara and Siguinoguin). On the other hand, if there have been floods in previous seasons, the *bas-fonds* are less sought after and all attention is focused on the uplands, reversing the scale of charges (Kouka and surrounding area). Rent payments may be negotiated, but this is increasingly rare as landlords now require money at the beginning of the season, whereas the success of the harvest is only known at the end of the season. *Samian lallé* is a verbal arrangement, in which each contracting party is attended by one or two witnesses. In the main, this system has taken over from *samian dondonly*, which has been fading out since the early 1990s. Its seasonal nature limits investment, and usually specifies the type of crop, giving the tenant very little leeway.

Box 4: *Lallé*

Samian *lallé*

O.K., whom we mentioned in Box 3 with regard to *samian dondonly*, provides a good example. After the difficulties encountered in Sirabadara, he made an arrangement with S.P., a native of Siwi, covering three hectares (clayey-sandy soil), under which O.K. undertook to pay S.P. FCFA 5,000/ha./year, i.e. FCFA 15,000 per year in total. The contract has been running for two years. O.K. says he has been trying since last year to renegotiate it as *lallé*, so far without success.

S.M., whom we also mentioned in Box 1 in connection with *sisso siguily*, is a revealing example of what power over land can bring. An indigenous lineage chief with a substantial landholding, he had two *samian lallé* arrangements on his land in 1999. The first, with O.T., provides him with two sacks of grain per year, FCFA 10,000 at harvest time and FCFA 20,000 between harvests (see Box 1). The second, covering three hectares (clayey soil) and established in 1993 with P.P., obliges the latter to pay him FCFA 7,500/ha./year, i.e. FCFA 22,500/year. Following the floods affecting the area in 1995, the rent was apparently reduced, at P.P.'s request, to FCFA 10,000/year in total. In 1997, because of low rainfall, there was great interest in the clayey soil of the *bas-fonds*. S.M., who had received various proposals from other migrants, then approached P.P. to renegotiate the rent. After the announcement of withdrawal from the contract by S.M., P.P. had no choice but to accept renegotiation to FCFA 7,500/ha./year, in effect reverting to the initial contract.

Lallé

I.T., a former migrant from Dandé in the old-established farming area, has been settled in Kouèrè (pioneer farming area) since 1995. He apparently left his former place of residence because of the difficulties in gaining access to land, rapid changes in arrangements and the intrusion of increasing numbers of city dwellers making land inaccessible to the least well off. In 1996, through his *diatigui*, I.T. obtained three hectares from V.F., an indigenous farmer in the village, at a rate of FCFA 5,000/ha./year for three years. He was also given the option, after negotiation, of paying one-third of the rent in kind, i.e. one sack of 100kg of grain (after the harvest, with the balance of FCFA 10,000 falling due at the beginning of the growing season), which he took up. This oral arrangement was entered into in the presence of I.T.'s *diatigui* as witness. At the time of our survey, I.T. was preparing to negotiate a new arrangement (two-thirds in kind after each harvest and the remaining one-third at the beginning of the season).

Lallé: this is found both in Kouka, Bonza and Sirabadara (old-established farming area) and Kouéré (pioneer farming area). The arrangement is made between indigenous farmers and migrants and, occasionally, amongst indigenous farmers and migrants. Many civil servants and some traders from Kouka engage in it in villages nearby, while a few others settled in Bobo Dioulasso, Banfora and Ouagadougou have acquired plots both in old and pioneer farming areas through *lallé*. Duration varies from 2 to 4 years and is negotiable depending on the relationship between landlord and tenant and the landlord's requirements. All types of land are involved, both uplands and *bas-fonds*. The dominant crops on the uplands of the old-established farming area are cotton and maize, while the *bas-fonds* produce mainly grain, especially maize. Cotton, cereals and tubers are grown on the uplands of the pioneer farming areas, while the *bas-fonds* are given over to maize and orchards. In all cases, a cash rent is due depending on the type of land. There is no standard price, but a range exists (FCFA 5-10,000 per hectare per year for uplands and FCFA 10-20,000 for the *bas-fonds*) within which the price is set depending on relations between the parties.

In both areas, *lallé* is a verbal contract negotiated in the presence of witnesses. Each party is assisted by one or two *séré* from his own community and accepted by the other party. There are, however, a few cases (in Kouka and Siguinoguin) of formalised *lallé*, where there is a piece of paper bearing details of the contracting parties, their witnesses, the area and location of the plot, the date of establishment and signatures. Each party keeps a copy, despite the document having no formal legal value.

In many cases, *lallé* has evolved from *dondonly*. Landlords are often tempted to revoke the contract, at the instigation of better-off migrants (returning from Côte d'Ivoire in the case of the pioneer farming areas or enriched by cotton production, trading or transport in the case of the old-established farming area) who make them better offers. This constitutes a real threat for some tenants.

Sany Féré

Meaning “purchase sale” in Dioula, *sany féré* refers to transferring the right of use to a purchaser. It grants the right to cultivate, gather, pass on and, theoretically, dispose of the land. The sellers are indigenous farmers holding land rights (heads of lineage or family, or younger men having attained the status of head of family). The buyers are first generation migrants enriched by cotton production and trade, migrants returning from Côte d'Ivoire and newcomers to farming. Local people sell land to meet social obligations (marriage, funerals, school fees) or debts, invest in new activities (trading) or fulfil a religious duty (pilgrimage to Mecca). Those seeking to purchase land want to carry out their farming plans without too much risk of having their land taken back. *Sany féré* involves both uplands and *bas-fonds*, the former being given over to cereals and cotton and the latter, usually, to tree-cropping. Resident purchasers tend to favour cotton and maize production, whereas newcomers generally combine cash crops and cereals. In the pioneer farming areas, *sany féré* involves primarily tree-cropping.

Sany féré is the subject of intense negotiation as regards the price, which depends not only on the quality of the land, but also and above all on where the initiative comes from, where the party lives and the quality of the relationship between seller and purchaser. Prices also seem to differ depending on area, being higher in the old-established farming area. In Kouèrè (pioneer farming area), we found uniform prices whatever the type of land: FCFA 20-35,000 per hectare for residents and FCFA 30-50,000 per hectare for non-residents taking up farming. In the old-established farming area, prices range from FCFA 50,000 to 75,000 per hectare for uplands and FCFA 100,000 to 150,000 for *bas-fonds*. Prices are usually closer to the lower figure when it is the seller (*férébaga*) who takes the initiative and when the sale is intended to meet an urgent need. They tend towards the other end of the range in the absence of pressing need and when the initiative comes from the purchaser (*sanykèla*). There are two forms of *sany féré* depending on whether the contract is verbal or written.

Sèbè sany or sèbè féré

The terms *sèbè sany* or *sèbè féré* designate sales when documentation has been drawn up. As yet, such written contracts are infrequent.

There are several types of documentation. The declaration of sale may be drawn up at the police station or the *Préfecture*. These two government bodies prefer to speak of certifying signatures. In this case, the certificate is mentioned in the records of the various offices, although we did not meet any *préfet* or police superintendent who claimed to have kept an official copy of these documents. The *procès verbal de palabre* (PVP – or Minutes of Discussion) is a written agreement from a landowner authorizing the holder to undertake the procedure of registering land. Receipts can also be drawn up by the seller for the purchaser but are not authenticated by the local administration.

Under *sèbè sany* or *sèbè féré*, rights to cultivate, gather and plant trees may be passed on virtually without *sossôly* (challenge) when the document is a declaration of sale duly ratified by an authority. In the case of a PVP, all eventualities are possible depending on the terms negotiated. Theoretically, it is not a sale, but it is clear that quite substantial sums may be involved. The PVP bears all the terms of the transaction, with the exception of the amounts received as informal “gifts”. It sometimes specifies that rights are transmissible. Authority to pass on is mentioned at the request of the buyer. Such PVPs are particularly sought by newcomers such as civil servants, city dwellers and politicians. Other producers do not ask for such a stipulation, so it is usually not mentioned. However, in the event, silence itself is a form of expression, meaning simply that any act not provided for in the PVP must be the subject of further negotiations. PVPs mentioning that rights may not be passed on suggest that certain payments have not been made. The PVP, a mutual agreement to transfer rights, may be challenged by any member of the transferring family or lineage who has not been party to the agreement. The challenge is usually made by occupying all or part of the disputed land. Finally, when it is a mere receipt confined to the *férébaga* and *sanykèla*, these theoretically transmissible rights may be subject to dispute.

The *férébaga* and *sanykèla* are each assisted by at least two *séré*. Whatever the type of document, it identifies the contracting parties and witnesses, the size of the plot and its intended use. It is drawn up in triplicate (one for each party and one for the local administration) in the case of a declaration of sale stamped by the administration and in duplicate (for the interested parties only) in the case of a receipt or PVP. The latter is recognised by Decree 97-054 of 6th February 1997 enforcing Law 14/96/ADP of 23rd May 1996 on agrarian reform in Burkina Faso, whereas the receipt and declaration of sale are not recognised as legal documents. PVPs are long-established (some date

from 1970), whereas the receipt and declaration of sale only became popular around the end of the 1980s. While receipts are favoured by resident migrants, newcomers greatly prefer the declaration of sale. *Sèbè sany* or *sèbè féré* arrangements with a receipt are the variant most commonly challenged (*ssossóly*) especially in the old-established farming area, in contrast to those with PVP or declarations.

Non-formalised *sany féré*

The parties, negotiations, prices and types of crops are as described above, the fundamental difference lying in the verbal nature of the arrangement. Mention should also be made of the numerous *ssossóly* relating to this variant, especially when it comes to passing on rights and planting trees. Some land sales are fraudulent, in that the seller does not really have the right to sell the land, causing sometimes violent conflicts. These cases occur almost exclusively in the old-established farming area (Kouka and Sirabadara). We did not find any cases of fraud in our sample from the pioneer farming area. However, sales are increasingly becoming formalised, under pressure from the purchaser, who wants a declaration of sale.

Box 5: *Sany féré*

Non-formalised *sany féré*

S.S. is a native of Kouka village and the younger brother of the village chief. He was elected as a member of the CDR (Committee for the Defence of the Revolution) and subsequently of the CR (Revolutionary Committee) in 1984 and 1987 under the CNR (National Council of the Revolution) and FP (Popular Front) respectively. In 1989, he also became president of the GV (Village Association). Three years later, in 1992, the GV for which he was responsible encountered management problems with financial shortfalls and other administrative difficulties. The incriminated members of the committee were ordered to repay the sum of FCFA 2 million. To meet the demand and regain his lost honour, S.S. approached W.M., a marabout and teacher at a Koranic school, offering to sell him a seven hectare plot including five hectares of *bas-fonds* and two hectares with clayey-sandy soil. W.M., who has more than forty students in his charge, accepted the proposal and negotiated the price. S.S. apparently wanted FCFA 150,000/ha. for the *bas-fonds* and FCFA 75,000 for the remainder. W.M. offered him FCFA 75,000/ha. (*bas-fonds*) and FCFA 50,000/ha (clayey-sandy soil). S.S., who wanted to keep the transaction secret and did not therefore wish to contact any other possible *sanykêla* whose discretion could not be counted upon, accepted W.M.'s proposal. The agreement was concluded in the presence of witnesses, one each for W.M. and S.S. The arrangement wipes out S.S.'s rights in favour of W.M. In 1999, at the time of our survey, W.M. had an orchard in the *bas-fonds* and was growing maize on the other two hectares.

Sèbè sany or *sèbè féré*

T.M. is a vet who has been settled in Kouka since 1992. On leaving the Dakar veterinary school, he was not able to find a job in the public service as a result of the Structural Adjustment Programme under way in Burkina. He chose to settle in Kouka, an area in which there is substantial transhumance and where many pastoralists live. In 1995, he brought three of his younger brothers from Sourou to help him with his activities. In 1996, he obtained three hectares (clayey-sandy soil) from S.M., an indigenous farmer (under a *samian dondonly* arrangement at FCFA 7,500/ha./year) to grow maize. The scale and quality of the yield encouraged him to consider a more ambitious plan. In 1997, he offered to buy seven hectares from S.M. After some haggling, an agreement was made between T.M. and S.M., which obliges T.M. to pay S.M. a total sum of FCFA 1,050,000, or FCFA 150,000/ha. (clayey-sandy soil). S.M., the *férébaga*, was attended by a *séré* (one of his indigenous friends), while T.M., the *sanykêla*, had two *séré*, migrants from his own ethnic group. At T.M.'s request, the transaction was ratified at Kouka police station. The deed of sale drawn up in duplicate, one for each party, is also entered in the records held by the police authority although officially, no copies are kept there. T.M., who is now a major maize producer, is planning to establish a mixed farm in the coming years.

Formerly a migrant to the Côte d'Ivoire where he made his fortune, K.B. settled in Banfora on his return to Burkina in 1994. He is a trader there. In 1997, when his older brother and family arrived from Yatenga, he purchased four hectares (sandy soil) in Kouéré. His neighbour in Banfora comes from that village and acted as his intermediary, negotiating the arrangement at a rate of FCFA 50,000/ha. K.B. only really got in contact with the village and seller when it came to finally concluding the contract. The latter wipes out the *férébaga*'s rights in favour of K.B. It is a written agreement in the form of a PVP which, curiously, says that the four hectares are granted to K.B. free of charge. It mentions the names of the parties and their witnesses. All rights are authorised (cultivation, planting trees, passing on) except sale. To this day, K.B.'s brother is growing maize there.

Evolution and Change in Land Access Arrangements

Analysis of the various arrangements described above, their variability, frequency and geographical distribution suggests they have been strongly affected not only by the socio-economic history of the region but also by national policies as shown below.

Change over time

In the old-established farming area

In the mixed villages of Kouka and Kouèrè, until the early 1970s, two main forms of arrangement predominated: *fôlô* and *sissa siguily*. The first wave of mass migration following the great drought of 1973/74 stepped up the practice of loaning land. *Fôlô siguily* arrangements involving first generation migrants are now becoming less common. Between 1973 and 1983, the extension of cotton production and the second wave of migration following the drought of the early 1980s were the two basic factors undermining *siguily* as the dominant practice. Many variations in land contracts began to appear (especially in relation to the "symbolic" fee to be paid to the land owner) at the same time as the cotton boom allowed larger areas to be brought under cultivation and, consequently, reduced the amount of spare land available. The break up of large extended families was accompanied by a shift in the locus of decision-making regarding land from lineage chiefs to households heads.

In 1984, the enactment of agrarian reform legislation (RAF) in Burkina Faso, proclaiming the expropriation by the state of traditional rights holders, also speeded up change in tenure practices. The reform brought about just as many upheavals in land access as had cotton. As of 1984, many *siguily* arrangements were called into question, followed by the emergence of *lallé* and *samian lallé* systems which, for the indigenous people, were a way of reaffirming their rights to control land.

More than twenty years of continuous cotton production have greatly reduced the land's productive capacity. As a result, indigenous farmers now need to borrow the ploughs owned by migrants and, here again, this has led to the introduction of different forms of *lallé*. Equally, *sènè dondonly* has appeared in those areas where all available land has been taken up. In addition, the arrival of a new kind of farmer (urban dwellers, traders etc) in the countryside has speeded up ongoing changes. Anxious to gain ownership and thereby secure their investment, these newcomers have helped introduce, maintain and extend *sany féré* arrangements.

Finally, the way that the younger generation of indigenous people view land has also been a source of change. As heads of household, and heirs to the family and lineage landholdings, these young people controlling land have ambitions that they cannot satisfy through their labour power alone. Having understood how much advantage they could gain from control over land, they are challenging the agreements made by their parents and renegotiating new arrangements, thereby securing higher levels of rent for themselves. Sometimes they sell, when they have an urgent need for cash, or accede to the various requests and offers being made to them by those seeking land.

In the pioneer farming area (Sitiéna and Kouèrè)

There has been a direct shift in the pioneer area from *siguily* to *dondonly*, *samian dondonly* and *sany féré*. This course of events is due to the presence and strategies of migrant farmers. Those coming from the neighbouring old-established farming area, who already have experienced problems of growing land scarcity, tend to look for and negotiate *sany féré* contracts, as do those returning from Côte d'Ivoire who usually have substantial financial resources. However, the tenure problems encountered in neighbouring areas are also observed by local farmers in the pioneer area. Prompted by the experience of their neighbours, local people here are taking the initiative and reducing the duration of contracts (*dondonly*, *samian dondonly*). As far as they are concerned, it is not only a way of marking their underlying land rights but also a means of controlling the migrants.

Dynamics of change at plot level in the old-established farming area

In the old-established farming area, we found six major patterns of change.

Singuêly/Siguily → *Dondonly/lallé* → *Sany féré*

This is a classic and common pattern observed amongst early migrants. Under the combined effect of demographic growth, pressure on land and monetarisation of tenure relations, some of their plots, initially acquired under *singuêly* arrangements, subsequently were converted to *samian dondonly*, then *lallé* and finally *sany féré* arrangements. In the case of changing from *singuêly/siguily* to *dondonly* and then *lallé*, the initiative has come from the holder of customary rights while moves from *lallé* to *sany féré* stem from either of the parties. In the former case, there is no negotiation, whereas for the latter, there is usually some bargaining regarding the price.

While they put migrants in a more precarious situation, *dondonly* and *lallé* contracts enable indigenous communities to reaffirm their customary rights over land and, above all, receive fees in cash or kind. Their land-based social power is thus transformed into a source of income. The move from *lallé* to *sany féré* allows the migrant to make his land tenure more secure while providing the indigenous party with capital to be invested in another sector of activity.

Siguily/Singuêly → *Dondonly* → *Lallé*

Although it is also found elsewhere, this pattern is most common in farming hamlets. For the indigenous community, the change is a way of affirming their rights on the one hand and, on the other, generating income through *lallé* contracts. However, above all, it is fear they will lose their control over land, rather than a desire for revenue, which lies behind the change. The initiative comes from the indigenous community alone and there is no negotiation of terms.

Singuêly → *Lallé* → *Sany féré*

This shift in contracts is found on the fields of migrants who arrived after the second major wave of migration who had been able, thanks to the connections of their patrons, to obtain *singuêly* arrangements on formerly fallow land. The move from *singuêly* to *lallé* is made at the initiative of the indigenous party. However, faced with a unilateral decision on the amount of rent payable, the migrant may suggest to the other party that he buys the land. Again, that has the advantage of making his land tenure more secure and enabling him to invest in land improvement without worrying about any possible further challenges to his rights.

Singuêly → *Sany féré*

This usually involves first generation migrants. Faced with the increased risk to their land rights and the rising number of conflicts, they take the initiative to propose a change in tenure arrangements to their indigenous land patrons. Negotiations then begin about the price to be paid. The initiative may also come from the indigenous rights-holder or their sons. In all cases, by purchasing the land, the migrant gains greater security of tenure over the plots he is cultivating and, at the same time, ensures his heirs can farm the same land. In some cases, aware of the commercial value of land, the successors of indigenous rights-holders may sometimes take back the land and then sell it to the highest bidder. This is usually prompted by the refusal of migrant tenants to agree to their request for a change in tenure arrangements.

Singuêly → *Lallé*

This takes exactly the same course as the move from *singuêly* to *sany féré* above. In this case, the initiative comes from the indigenous land-rights holder who imposes the change on the migrant.

Dondonly → *Sany féré*

This is a relatively recent process involving new and second generation migrants. The motivation for change is the search for security of tenure in the case of the migrant and, for the indigenous party, the possibility of gaining cash. The initiative usually stems from both sides and conditions are negotiable.

Dynamics of change at plot level in the pioneer farming areas

In the pioneer farming areas, three patterns of change were identified:

Singuêly → *Dondonly*

This mainly involves new migrants. Having observed events in neighbouring areas, the rising pressure on land and conflicts in the area, indigenous land owners are taking the initiative in changing tenure relations. The procedure is imposed by them, although there are sometimes negotiations about duration of the contract.

Singuêly → *Dondonly* → *Sany féré*

This is the common next step in the above process. While the initiative for moving from *singuêly* to *dondonly* comes from indigenous land owners, the change to *sany féré* is usually suggested by the migrants. They are motivated by their wish to make long term investments and consequent need for security of tenure. When *sany féré* is arranged, negotiations are undertaken over the price per hectare.

Dondonly → *Sany féré*

This final scenario again tends to involve new migrants. While the initiative is usually joint, it should be noted that very often it is migrants who express the need for change. The move is also part of their strategy of accumulating secure land for the benefit of their heirs.

In general, the processes described above demonstrate a large number of pathways, which sometimes cut across each other, but all reflect very specific interests. While there is a general trend in the evolution of land arrangements given increasing monetarisation, what actually happens depends on economic circumstances and the needs of the landlord or tenant at the time of the transaction.

Arrangements and insecurity

Not all problems arising from these contracts are due to insecurity of tenure in the strict sense. A distinction should be made between problems which are due to insecurity, i.e. being at the mercy of opportunistic behaviour (challenge before expiry, unilateral breaking off) and those which are due to precariousness, i.e. related to the short duration of the contract. Any aspect may be negotiated or renegotiated. Being aware of this fact, tenants use various means of protecting their interests: strengthening social ties with their landlord, helping on the landlord's farm, making extra cash payments, etc. But such ad hoc procedures do not ensure protection against a conflict of interests, which can lead to changes in many types of arrangements.

Although not coming directly under the heading of "derived rights", we cannot ignore the many cases where land is taken back by the landlord, which cause further changes in land access arrangements. This happens mainly in the old-established farming areas, especially in Kouka, and may or may not involve a period of notice. The contracts most commonly affected concern *siguily*, *dondonly* and *lallé* arrangements. Taking back land revokes an earlier agreement and, theoretically, gives the tenant 1-2 years to quit. However, in reality, they usually are given no more than a year. The reasons usually given for land being taken back are an increase in land required due to family enlargement or meeting the need for land of newly-established households. Although the customary authorities all agree that notice must be given before any land is taken back, this happens abruptly in most cases: the tenant is generally informed of the land-owner's intention either at the end of the growing season, a few months before the new season starts or sometimes even at the beginning of the latter. In these cases, the land owner usually meets opposition from the tenant, who generally appeals to the local authorities.

Failure to comply with conditions surrounding access to land is another cause of land being taken back, including reasons unrelated to land itself. For example, a dispute between children or women, or failure to take part in a social event can prompt such action. The local authorities, when notified of the case, will negotiate a year's notice or perhaps order that use of a piece of land be temporarily suspended in order to avoid fighting. For example, the president of Sirabadara village association was obliged, in 1992/1993, to abandon a field he had already sown. Having

Table 3: Arrangements, insecurity and uncertainty

Arrangement	Problems encountered	Implication for security
<i>Siguily</i>	May be challenged for any reason "in case of need" from generation to generation	Insecure
<i>Singuêly</i>	• As above	Precarious
<i>Dondonly</i>	• Unstable tenure • No investment allowed • Threat of others offering higher rent	Insecure
<i>Samian dondonly</i>	• Uncertain renewal • Unstable tenure • No investment to be made • Cancellation possible at any time if better offer received	Precarious
<i>Sènè dondonly</i>	• Unstable tenure • No investment allowed	Precarious
<i>Yiritourou dondonly</i>	Does not provide long term stable tenure, hence constant need to renegotiate terms	Precarious
Indirect loan	Imprecise terms, leading to conflict	Insecure
Loan arising from indirect loan	• Unstable tenure • May be challenged at any time	Insecure
<i>Lallé</i>	• Unstable tenure • Potential threat from financial inducements • No material investment	Insecure
<i>Samian lallé</i>	• Unstable tenure • Uncertain renewal • Investment not allowed	Precarious
<i>Sèbè sany</i>	Possible challenge when formalisation not done before the authorities	Insecure
<i>Sany féré</i>	Possible challenge by next generation	Insecure

ignored his landlord's request to give up this plot following a dispute over income from cotton sales, the president of the village group had sown a cereal crop. However, given the ensuing tension and armed occupation of the field by the landlord's family, the local authorities were obliged to order temporary abandonment of the field.

What happens to fields that are taken back follows no clear pattern. Some are used immediately for the purposes put forward by the landlord to justify their withdrawal but, in most cases, something else occurs. Some fields which have been taken back, are directly ceded back to others on new terms (*lallé* or *sany féré*). In other cases, for the sake of appearances, the fields are initially cultivated by the landlord who uses them for one or two years before re-allocating them to a new tenant. A few people keep the fields they have taken back and relinquish instead other plots on various terms.

Structures managing land rights

In the main, there is not much to choose between the various official bodies dealing with rights administration and arbitration. These include witnesses, the government representative appointed at village level, and local government administrator, ad-hoc committees and the courts. Analysis shows that while traditional bodies still function, local government plays an increasingly important role. This reflects a degree of crisis in customary institutions and a consequent gradual shift towards new sources of authority. As past research has already shown, traditional legitimacy no longer suffices. Sustaining and reinforcing such legitimacy requires opening up to the formal legal system which, however, does not take its place. Rather it operates at a different level, bringing in other dimensions, particularly being able to use force legitimately.

The table shows to which bodies or methods the parties resort to guarantee each type of arrangement. Tenants are particularly keen to get their rights confirmed, and make the arrangements less opaque, since transparency protects their rights. As regards arbitration, it is possible to apply to the courts when it appears that things cannot be handled at local level. Resort to the courts only happens in the case of serious, violent or potentially violent con-

Table 4: Arrangements and their administration

Arrangements	Official body
<i>Siguily</i>	Land chief and/or <i>diatigui</i>
<i>Singuély</i>	<i>Diatigui</i>
<i>Dondonly</i>	<i>Diatigui</i> or <i>séré</i> (witness)
<i>Samian dondonly</i>	–
<i>Sènè dondonly</i>	Presence of <i>séré</i> especially for tenant
<i>Yiritourou dondonly</i>	<i>Séré</i> chosen by both parties
Indirect loan	–
Loan arising from indirect loan	–
<i>Lallé</i>	<i>Séré</i> chosen by both parties
<i>Samian lallé</i>	<i>Séré</i> chosen by both parties
<i>Sèbè sany</i>	Local government, village representative
<i>Sany féré</i>	Village representative and/or <i>séré</i> chosen by both parties

flicts, such as the already mentioned dispute between the president of Sirabadara village group and the land owner who had granted him the plot he cultivated until 1992/93.

Examining the diversity and dynamics of land contracts, as well as the bodies responsible for managing land rights can help to identify the direction in which the ongoing rearrangements are moving. To understand the motivation of different parties means looking at the stakeholders responsible and their strategies, which are themselves influenced by public policy. Which strategies explain the evolution of various arrangements, which government policies are implemented and what influence do they have on current practices? These are the questions we shall now address.

STRATEGIES AND GOVERNMENT POLICY

Contractual Arrangements

Systems and crops

In many cases, the type of crop determines the type of arrangement preferred. In the case of cotton, we have observed a marked tendency, where *singuely* is no longer common, towards *lallé* and *siguily* (agreed to last at least two years) and *sany féré*. As this crop requires substantial work and the use of fertiliser which may produce significant residual benefits in the following years, tenant farmers want to gain benefit from it by retaining the land in question for at least two years.

As regards sorghum and millet, there did not seem to be a marked preference for any particular type of contract, and all types of arrangements are found. However, in the case of maize, there do seem to be some differences, particularly where civil servants constitute the tenant. The latter choose *siguily* or, failing this, *sany féré* for this crop. In general, they cultivate relatively large areas (3-5 hectares) and use modern means of production which require greater security of tenure.

Finally, as regards tree-cropping, orchards and farms in which substantial investment has been made (wells, various improvements, etc.), there is a strong trend towards *sèbè sany*. These arrangements provide relative security of tenure and enable the parties concerned to undertake all kinds of investment deemed essential for their farms. However, it can also happen that, despite negotiations, producers do not succeed in obtaining the arrangements they want.

Arrangements requested and those concluded

We shall focus on the younger generation of producers, both indigenous and migrant, as well as newcomers as they are the ones who currently have the greatest influence on practices and will become the key stakeholders in future. Without claiming to be exhaustive, a few trends can be observed:

- Generally speaking, agreements concluded coincide with those requested in the case of younger members of the indigenous community and newcomers. It can also happen that one party succeeds in getting the other to accept an arrangement other than that they had hoped for. This applies to *lallé*, an arrangement which generates rent payments but which sometimes ends up as *sany féré* after a counter-proposal from the migrant.
- There are sometimes considerable differences between the arrangements requested by second generation migrants and those actually granted. The contract concluded can be entirely different from the one requested and for which negotiations have been opened. For example, someone asking for *siguily* may end up with *sènè don-donly*.

There are several reasons for changes in contract forms. Land rights holders want to demonstrate their underlying control over land. Attempts to challenge rights granted long ago, or to change them, by younger members of the indigenous community are sometimes rejected by young migrants, causing conflict and leading to an appeal to the local government official, who often sides with the migrants. The feeling of frustration this creates partly explains the preference of the indigenous land rights holders for short term contracts.

As land has acquired considerable market value, local people now calculate in terms of profitability. Why sell land which could bring in annual revenue? Why lend land which could provide a periodic return? Why commit to the long term and tie oneself to a given price in a context where rising demand is leading to a rapid escalation of prices? How could one turn down the attractive offers which often come from the tenants themselves? The absence of an open market encourages land-owners to take advantage of all opportunities offered by the high demand. The behaviour of the indigenous land rights holders thus accords with market logic, whereas migrants' negotiating strategies tend to emphasise the values of solidarity that the monetarisation of tenure relationships and the scarcity of land are gradually weakening.

Table 5: Arrangements sought and those granted

Parties	Arrangements sought	Arrangements granted	Constraints
Younger generation indigenous	<i>Dondonly</i> <i>Lallé</i> <i>Yiritourou dondonly</i> <i>Sany féré</i>	<i>Dondonly</i> <i>Lallé + sany féré</i> <i>Yiritourou dondonly</i> <i>Sany féré</i>	–
Second generation migrant	<i>Siguiily</i>	<i>Dondonly</i>	Tenant's refusal to obey landlord's orders. Landlord faces problems getting the terms changed in accordance with his wishes
	<i>Lallé</i>	<i>Samian lallé</i>	Opaque, imprecise arrangement, very variable prices.
Newcomers	<i>Sany féré</i> <i>Siguiily + sèbè sany</i>	<i>Sany féré + lallé</i> <i>Siguiily + sèbè sany</i>	–

While negotiation allows a particular arrangement to be concluded, it is the quality of social relationships (various types of assistance provided and so on) that determines how long they last and, finally, constitutes the main element in their stability or collapse.

Arrangements and stakeholders' strategies

Siguiily is a long-established arrangement which began with the first wave of migration, in a context where the indigenous community was at risk of wild animal attack. In addition, there was plenty of land available. Through *siguiily*, therefore, the local communities installed migrants on the fringes of the villages so that their human presence would keep the wild animals away. This is why, they say, the settlements were in outlying areas, on the edge of the village's territory. The abundance of land also explains the open-endedness of the arrangements.

Lallé and *dondonly* can be seen as a means of improving the land's productive capacity, through it being offered to "tenants" by rights holders who, in most cases, cannot afford to farm it themselves. In this way, through *lallé* and *dondonly*, migrants gain access to land belonging to the indigenous community which very often has poor soils and so is only good for sorghum and groundnut production. If the migrant concerned wants to grow cotton or maize (which he almost always does), he must find ways to enrich the soil. On expiry of the contract, the indigenous party gets back an improved piece of land and renews the contract on another plot of lower agronomic quality. In this way he can restore the productive capacity of his farm without expending any effort himself.

Lallé has become a permanent source of income. One of the main reasons for the ascendancy of migrants in the tenure game is the economic muscle they have, which often puts the indigenous community in a dependent position since they benefit from the former's resources. One of the aims of indigenous people, especially the younger generation, is to transform their land-based power into economic power by demanding a higher rent, and *lallé* is a way of doing so.

Siguiily and *sany féré* are sought as means to ensure long-term tenure. One of the aims of migrant farmers is to achieve long-term secure tenure, so they seek *siguiily* and *sany féré* arrangements. While the ecological, demographic and social context used to allow the practice of *siguiily*, demographic pressure, scarcity of land and socio-economic changes are now making it difficult. At present, it is the *sany féré* arrangement, systematically requested by newcomers and negotiated by many migrants, which helps to achieve this aim.

Analysis of these strategies shows that the main concerns of the indigenous community are intensification and access to permanent income. Migrants are interested in stability of tenure, but tenure which gives long term if not

permanent rights. This means that providing greater security goes beyond the question of tenure in the narrow sense, forming part of a larger whole and thus requiring a more comprehensive policy. Agricultural policy in Burkina Faso, supported by international institutions such as the World Bank and European Union, has paid considerable attention to security of tenure. The Agrarian Reform Act (RAF), passed in 1984, was revised in 1991 and 1996. What are the implications of the tenure relations embodied in the various arrangements for tenure policy and, more widely, agricultural policy?

Government Policy and Land Tenure

Rapid changes in land tenure following the agrarian reform

The basic pillar of the Agrarian Reform Act (*Réorganisation Agraire et Foncière* – RAF) in Burkina Faso is the expropriation of the rights of customary landowners. Theoretically, the latter thereby ceased to exercise any power whatever over land-rights and management. Many migrants seized the opportunity either to call for permanent use rights, or to challenge existing contracts under which land must be abandoned if the customary rights holder had need of it. The RAF led to an increasing number of conflicts between indigenous and migrant communities. New requests from the latter met increased resistance and hostility from the former, who responded by taking more and more land back. Land withdrawn from *siguily* arrangements was reallocated under *dondonly* which became the main form of tenure. The fear of losing their rights of control and ownership took precedence over social relationships. Resorting to the local government official, who took his cue from the Act, exacerbated the situation. In some villages, migrants were relegated to the least fertile land.

Rather than providing greater security for producers, the Act actually increased the number of conflicts in many places. Where a variety of practices governed the tenure situation, the Act's drive for standardisation was disastrous. The alarm created by enforcement of the Act still remains and partly explains the precarious nature of most land rights.

A gap between law and local practice

After an initial period when land-rights management were thrown into confusion, local practices soon regained the upper hand, though in many cases these are in direct contravention of the Act. For instance, the alienation of land which, according to the statutes, could only be undertaken by the State (the owner of the *Domaine National*) was being carried out locally by indigenous communities whose actions were ratified by the local government administrator. In Article 51, the Act lists the various deeds required to support rights of use over land. But, these differ substantially from local practice. The Act also stipulates which bodies are entitled to allocate land and deal with conflicts arising from its use. However, once again, practice is fundamentally different from the law. Traditional management systems remain omni-present, although the locus of power has shifted from the head of the broader lineage to the more restricted family unit.

Agricultural and tenure policy

Land tenure occupies an important place in Burkina Faso's agricultural policy. In 1984, the government drafted and enacted agrarian reform legislation, (the RAF) which needed substantial amendment in 1991 and 1996. The various current sectoral and cross-sectoral policies have much to say on the issue. The Ministry of Agriculture has noted their commitment in favour of a plan of action to address security of tenure. The Ministry of Animal Resources deals with the issue in its livestock sector investment programme and pastoral code, while for the Ministry of the Environment, the environmental code covers the topic. A national structure, the village land-use management programme (Programme National pour la Gestion des Terroirs PNGT), has responsibility, amongst other things, for implementing the Agrarian Reform Act. An inter-ministerial order has just been issued on the establishment and operation of village land-use management committees (CVGT) responsible for decentralised resource management – and therefore tenure issues – at the lowest decision-making level.

One of the main thrusts of the government's agriculture strategy is intensifying farm production. Clearly, intensification and the investment which contributes to it depend in part on the degree of security felt by producers. However, the Act takes little account of the many diverse arrangements found in practice, and instead brings in new

arrangements whose content does not reflect or take account of stakeholders' concerns. Many difficulties have been experienced in implementing the Act which bear witness to the excessively legalistic nature of the rules laid down and their lack of social acceptance and local legitimacy. The proposed plan of action should therefore avoid a strong legalistic approach and stick more closely to the real situation on the ground. To do this, it is vitally important to know and understand the arrangements we have identified and described in this report. Yet how can the diverse nature of arrangements and regional variations be taken into account?

Agricultural policy and decentralisation

Since 1993, Burkina Faso has been committed to pursue a decentralisation process which aims to transfer jurisdiction to local assemblies and greater power-sharing between the centre and local level. This policy, which is yet to be implemented in rural areas, suggests a means to accommodate diverse local practices, although this is at odds with the spirit of the Agrarian Reform Act which opts for a nation-wide approach. However, the recognition of local practices based upon a variety of options and choice of arrangements does seem to be in keeping with the spirit of decentralisation. Putting the Act into effect using the principles underlying the decentralisation process seems to be the way to go. Before that, however, some inconsistencies need to be ironed-out. Provision has been made for three different structures – CVGT, village council and village level official – in a single village with virtually the same remit. The Act suggests the CVGT as village partner for projects and other outside agencies, whereas under the decentralisation process, the village council is put forward as the main decision-making body, with responsibilities which are practically the same as the CVGT. For its part, the local government system has the village official as intermediary. Alongside these legal institutions, there is also the village chief who, despite the erosion of his powers, is still a key player in village affairs. There are bound to be clashes between these institutions and disputes over jurisdiction will undoubtedly arise. This may not yet be the case in the cotton zone, but elsewhere, in Sanguié province for example, clashes have already occurred. The same goes for the northern Sahel region where the establishment of CVGTs and the implementation of joint activities have experienced and continue to suffer delay due to this overlap between institutions. In addition, decentralisation is currently confined to the urban sector. There is much still to be done to make rural communes a reality and assist these new institutions in building their capacity.

CONCLUSION

The diverse arrangements by which people gain access to land are a central part of the tenure scene in the cotton zone of Burkina Faso. The mosaic of institution and contracts shifts and evolves, as systems for providing actors access to land wax and wane. The long-lasting strength of this set of arrangements is based on the social relationships maintained between holders of customary rights and those seeking land, rather than the individual contract or negotiation process per se. The diversity and plurality of forms observed, even with precarious, short term tenure, should be seen less as a source of insecurity than as the expression of the bargaining positions, diverse needs and circumstances faced by different actors. While they do not always provide exactly what each wants, they are adaptable. Legislation also needs to evolve, to take these arrangements into account and incorporate existing practices while falling in line with the spirit of the national decentralisation policy.

The analysis of stakeholder strategies shows that one common denominator – the search for a more secure livelihood – is more important than laws and their enforcement. Gaining access to a cash income and intensifying farm production are all part of the fight against poverty. Tenure policies thus must be designed and integrated within more comprehensive development programmes if they are not to fail. Policy on decentralised rural development and the poverty reduction strategy developed by the government form part of this framework. At the same time, if government policy is to succeed, efforts are needed to get a better understanding of tenure practices throughout the country by identifying the form and content of the arrangements. The preparation of a lexicon to standardise meanings would be one contribution to such a process aimed at prioritising greater recognition of local land practices. Such a tool would help inform and strengthen the capacity of local structures in rural areas, and reinforce the government's commitment to decentralised decision-making.

ANNEX: INTERVIEW GUIDE

General presentation

Identification of main types of farmers

Origins and length of time in the area.

Socio-professional status (age, marital status, principal activity).

Identification of institutional arrangements

Typology of contracts, local names and distinguishing features.

Types of land covered by the various contracts.

Types of crops grown.

Management of contract relating to plot

Terms of the contract.

Evolution of contract (sequence, reasons for change, parties involved, etc.).

Conflicts related to the contract.

Conflict settlement methods.

Dynamics of access to land

Typology of modes of access to land (parties, clauses, sequence).

Changes in nature and content:

- To what situation or new issues is the change related?
- Which party benefits?
- What is the impact?

Assessment of economic outcome of contract relating to the plot

Value of plot (area, production factors, amounts involved).

Management of production factors.

Value of output (quantity, quality, cost, etc.).

Detailed content of guide

Biography of stakeholders in social and tenure terms

Identification

1. Name and surname (optional)
2. Age and sex
3. Marital status
4. Household size
5. Region of origin
6. Date of settlement (for outsiders only)

Inventory of cultivated plots

1. Number of plots held and date they were obtained
2. Location (bush, *bas-fond*, house field, etc.)
3. Crops grown and area cultivated

Inventory of related activities

1. Non-farming activities:
 - in the dry season (time and investment)
 - in the rainy season (time and investment)
2. To which of these activities do you give most attention?
3. Community responsibilities within the village

Identification of institutional arrangements

Contract management

Indigenous farmers (other party to tenure contract; social standing; type of arrangement and local name)

1. Plots and dates of obtaining same type of arrangement and local terminology
2. No. of plots covered by each type of contract
3. Traditional methods for rights validation and challenge, parties involved
4. Changes in contract for each plot (causes, initiators, negotiators)
5. Reasons for choosing particular arrangements
6. Possible areas of extension
7. Elements leading to further change in the nature of the contracts
8. Difficulties encountered in managing contracts and settling disputes
9. Nature of contract and cultivation patterns.

Migrants

1. Number of tenure partners
2. Local name of contracts entered into
3. Obligations related to those contracts
4. Reasons for choice of contracts, basis of challenge and parties involved.
5. Changes in contract for each plot (cause, initiators)
6. Elements leading to further change in nature of contracts
7. Difficulties encountered in contract management and settling disputes
8. Nature of contract and cultivation patterns
9. Contracts and inheritance of rights

Second generation migrants and indigenous parties

1. Are you still working on your parents' plots?
2. If so, why? If not, why?
3. Can you inherit that land?
4. If so, how? If not, why?
5. Are you prepared to invest in this land?
6. Do you feel committed by the contracts entered into by your parents?
7. If not, why?
8. What changes would you like to make to them?
9. What lies behind the choice of these arrangements?
10. Have you already concluded tenure contracts yourself?
11. If so, of what type? With whom? Since when?
12. What type of land is involved?
13. What are the methods for validating these contracts?
14. What difficulties are you having with this?
15. How do you expect to sort them out?

Dynamics of access to land

1. Date first plot obtained
2. Number of plots held, date, arrangement and local name
3. Content of each arrangement
4. Changes occurring in each arrangement
5. Clauses, initiators and parties involved

Assessment of economic outcome of contract

1. Plots and areas (total area, cultivated or fallow)
2. Size of harvest (grain, cotton, other)
3. Influence of type of contract (cultivation methods, output, production strategy)

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Negotiating Rights: Access to Land in the Cotton Zone, Burkina Faso describes the changing patterns by which people can gain access to land in south west Burkina Faso. This region has seen very considerable in-migration over the last 30 years, as people from drier parts of the country have sought new lands. This large increase in population numbers has brought rising scarcity in many areas and increased competition for land, leading to profound changes in the ways people can negotiate access rights. It has also brought increased tensions between indigenous people and migrants. Moreover, urban dwellers are increasingly seeking land for cultivation, adding further pressure on scarce resources. A diverse array of institutions exist through which land access can be sought, from first settlement claims and loans, to rental and sales. As land has become more valuable, symbolic fees are being replaced by market rents, while long term loans are disappearing in favour of 2-3 year lets. Government legislation has revoked customary tenure arrangements, although in practice these continue to operate in many areas. People are increasingly seeking to substantiate their claims over land by drawing up paper contracts which record transactions, such as sales and loans. In such a context, the decentralisation process may provide a means to resolve on-going difficulties regarding land claims.

This paper is one of four research studies on **Derived Rights of Access to Resources in West Africa**, which forms part of a broader programme of research work undertaken jointly by the UK and French governments on **Land Tenure and Resource Access in West Africa**. Activities have been led by the Drylands Programme, IIED, London and the Groupe de Recherche et d'Echanges Technologiques (GRET), Paris.

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